

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Authorize Release of the Right of Way Utilization Permit Maintenance Bond for Airport Blvd. ROW-Mainline Supply.

**DEPARTMENT:** Planning and Development      **DIVISION:** Development Review

**AUTHORIZED BY:** Dori DeBord

**CONTACT:** Tony Nelson

**EXT:** 7341

**MOTION/RECOMMENDATION:**

Authorize the release of the Airport Blvd. Right-of-Way (ROW)-Mainline Supply Right of Way Utilization Permit Maintenance Bond #B8863368 in the amount of \$2,203.00 for the Airport Blvd. ROW- Mainline Supply road improvements.

District 5 Brenda Carey

Tony Nelson

**BACKGROUND:**

The Maintenance Bond #B8863368 for \$2,203.00 (Cincinnati Insurance Company) was required by Section 35.44 (e) *Additional Required Legal Submittals* (1) *Bonds* of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the Airport Blvd. ROW – Mainline Supply Right of Way Utilization Permit. A two year maintenance inspection was conducted by staff for this project and it was determined to be satisfactory.

**STAFF RECOMMENDATION:**

Staff recommends the Board authorize the release of the Airport Blvd. Right-of-Way (ROW)-Mainline Supply Right of Way Utilization Permit Maintenance Bond #B8833368 in the amount of \$2,203.00 for the Airport Blvd. ROW – Mainline Supply road improvements.

**ATTACHMENTS:**

1. Right of Way Utilization Permit Maintenance Bond - Airport Blvd.- Mainline Supply
2. Power of Attorney

**Additionally Reviewed By:**

☒ County Attorney Review ( Kathleen Furey-Tran )

## RIGHT-OF-WAY USE PERMITTING

RIGHT-OF-WAY UTILIZATION PERMIT MAINTENANCE BOND  
(Streets, Curbs, Storm Drains)

## KNOW ALL MEN BY THESE PRESENTS:

That we Mainline Supply of FL, LLC, whose address is 2291 W. Airport Blvd., Sanford, FL 32771, hereinafter referred to as "PRINCIPAL" and Cincinnati Insurance Company, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of \$ 2,203.00 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain public right-of-way known as \_\_\_\_\_, recorded in Plat Book \_\_\_\_\_ Page(s) \_\_\_\_\_, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated December 21, 2005, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from September 15, 2005;

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from September 15, 2005, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving the said permit shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 15th day of September, 2005

Name and Address:

Mainline Supply of FL, LLC (Seal)  
PRINCIPAL

By: Orue Fennel Its: Secretary  
(If a corporation)

Attest: \_\_\_\_\_ Its: \_\_\_\_\_  
(If a corporation)

Name and Address:

Cincinnati Insurance Company (Seal)  
SURETY

By: Kitara Smith Its: \_\_\_\_\_  
Kitara A. Smith  
Its Attorney-in-Fact

Attest: \_\_\_\_\_

(App E, LDC, through Supp 16).

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Southgate Jones, III; Phoebe C. Honeycutt; Kenneth J. Peeples;

James P. Carter, II; Kitara A. Smith and/or Cindy Green

of Research Triangle Park, North Carolina its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 1st day of August, 2004.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*David L. McCurdy*  
Senior Vice President

On this 1st day of August, 2004, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*  
MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 15th day of September 2005



*Gary J. Schlamm*  
Secretary